

## AUDIENCE SHARING AND ADVERTISING AGREEMENT

This Audience Sharing and Advertising Agreement (the “**Agreement**”) is entered into on [ ] (the “**Effective Date**”) by and between:

A. Lazada South East Asia Pte Ltd (Registration No.: 201201679C), a corporation duly organized and existing under Singapore law, with its office address at 8 Shenton Way #43-01 AXA Tower, Singapore 068811 (“**Lazada**”)

AND

B. [Company name: SHENZHEN TIGER GARMENT LTD.(GUANGZHOU BRANCH)\_\_\_\_\_]

Company Address: No.11-5,Nonglin Xia Road,Yuexiu District,Guangzhou City,People’s Republic of Ch  
 (“**Client**”)

(individually referred to as the “**Party**” and collectively referred to as the “**Parties**”)

### 1. DEFINITIONS

- (a) “**Account**” has the meaning set out in Clause 4(a).
- (b) “**Affiliates**” means, with respect to a given person, (i) a director, officer, partner, member, manager, executor or trustee of such person or (ii) any person directly or indirectly controlling, controlled by, or under common control with that person. For purposes of this definition, “**control**,” “**controlling**” and “**controlled**” mean having beneficial ownership of more than 50% of the ownership interests of such person or rights to exercise more than 50% of the voting rights of such person, having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, or having the power to direct or cause the direction of the management and policies of such person, whether by virtue of ownership interests or voting securities, by contract or otherwise.
- (c) “**Audience**” means an aggregated non-personally identifiable demographic sharing a certain pattern.
- (d) “**Audience Sharing**” has the meaning set out in Clause 2(a).
- (e) “**Brands**” means any Client-managed brand, including any associated trademarks, in relation to the Products and, where the Client is a regional headquarter, shall include all of the Client’s overseas Affiliates operating within the South East Asia region.
- (f) “**Brand Partner**” means any advertising agency, consultant or third party partner that has access to any Audience from Lazada or any information from any Lazada Conversion Pixel through an Account.
- (g) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are open for general business in Singapore.
- (h) “**Conversion Pixel**” means a code implemented on the Lazada Platform or any Third Party Platform that allows any Third Party Platform to capture information about specific browsing history or actions taken by a user on any website that such code is implemented on.
- (i) “**Disclosing Party**” has the meaning set out in Clause 10(a).
- (j) “**Dynamic Advertising**” has the meaning set out in Clause 2(b).
- (k) “**Lazada Conversion Pixel**” means a Conversion Pixel implemented on the Lazada Platform.
- (l) “**Lazada Platform**” means the Lazada Sites and the Lazada mobile application.
- (m) “**Lazada Sites**” means the website that has its primary home page identified by the URL: [www.Lazada.com.my](http://www.Lazada.com.my), <http://www.lazada.sg/>, <http://www.lazada.co.th/>, <http://www.lazada.com.ph/>, <http://www.lazada.co.id/> and <http://www.lazada.vn/>, and any successor or replacement website(s).

- (n) **"Losses"** has the meaning set out in Clause 9(e).
- (o) **"Personal Data"** means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained.
- (p) **"Product"** means any and all goods, products, services, and/or items that the made available for sale by the Brand or by its distributors, resellers or licensees on the Lazada Platform.
- (q) **"Product Detail Page"** means the page on the Lazada Site identified by an item ID and an SKU ID.
- (r) **"Receiving Party"** has the meaning set out in Clause 10(a).
- (s) **"Services"** has the meaning set out in Clause 2.
- (t) **"SIAC"** has the meaning set out in Clause 14(c).
- (u) **"Third Party Platform"** means any site other than the Lazada Platform.

## 2. THE SERVICES

Lazada shall provide the following services to the Client (collectively, the **"Services"**):

- (a) sharing certain relevant Audiences with the Client by giving the Client access to information from certain Lazada Conversion Pixels (**"Audience Sharing"**); and
- (b) sharing certain information from the relevant Product Detail Pages of the Brands on the Lazada Platform with the Client and other Third Party Platforms for the purpose of creating advertisements that link directly to such Product Detail Page on the Lazada Platform (**"Dynamic Advertising"**).

## 3. CLIENT COMMITMENT

In consideration for the Services provided by Lazada, the Client agrees that:

- (a) it shall use the information from any Lazada Conversion Pixel solely to direct visitors to the Lazada Platform. Under no circumstances will it direct any visitors to any Third Party Platform using any information obtained from any Lazada Conversion Pixel; and
- (b) for any Account that Lazada provides with access to information obtained from any Lazada Conversion Pixel, the Client will, at minimum, provide Lazada with the following access to such Account:
  - (i) the ability to review the Brands' media strategy;
  - (ii) the ability to review the Brands' advertising set up;
  - (iii) the ability to check whether the information from any Lazada Conversion Pixel is used solely in compliance with Clause 3(a); and
  - (iv) the ability to troubleshoot any issues with information from any Lazada Conversion Pixel.
- (c) For the Client's Accounts, the Client shall grant Lazada a level of access permission which allows Lazada to view information in relation to (i) Audiences shared by Lazada with the Client and (ii) ad level catalog settings, on the basis that Lazada shall strictly only be allowed to view but not make any amendments to the settings on the Client's Accounts.

## 4. AUDIENCE SHARING

- (a) Any time the Client creates an account on any Third Party Platform that has the ability to capture information through Conversion Pixels, including Lazada Conversion Pixels (an **"Account"**), the Client shall have the option of sending a request to Lazada to provide access to information from any available Lazada Conversion Pixel to the Client through such Account.

- (b) The Client may also send a request to Lazada to create and implement Lazada Conversion Pixels that provide information that the Client would like to have through an Account.
- (c) Lazada, in its sole discretion, may grant the Client access to information to any Lazada Conversion Pixel or to create or implement any Lazada Conversion Pixel requested by the Client.

#### 5. DYNAMIC ADVERTISING

- (a) Any time the Client creates an Account on any Third Party Platform that has the ability to conduct Dynamic Advertising, the Client shall have the option of sending a request to Lazada to share certain relevant information from the relevant Product Detail Pages of the Brands on the Lazada Platform.
- (b) Lazada, in its sole discretion, may share with such Third Party Platform any information from any Product Detail Page of the Brands on the Lazada Platform solely for the purpose of conducting Dynamic Advertising.

#### 6. AFFILIATES AND BRAND PARTNERS

- (a) Lazada may provide any of the Services through any of its Affiliates, provided that it shall cause such Affiliates to comply with the terms of this Agreement as though they were party hereto and it shall be responsible for any breach of this Agreement by such Affiliates.
- (b) The Client may share any information accessed or shared through the Services with its Affiliates and any Brand Partners or give any of its Affiliates or Brand Partners access to any Account, provided that it shall cause such Affiliates or Brand Partners to comply with the terms of this Agreement as though they were party hereto and it shall be responsible for any breach of this Agreement by such Affiliates or Brand Partners.

#### 7. TERM

- (a) Subject to the other provisions of the Agreement, the term of this Agreement will be from the Effective Date until the date falling 12 months after the Effective Date.
- (b) This Agreement will be automatically renewed every 12 months unless terminated in accordance with its terms.

#### 8. REPRESENTATIONS AND WARRANTIES

- (a) Lazada and the Client each represent and warrant that:
  - (i) it is a limited liability company or corporation, duly incorporated and validly existing under the law of its jurisdiction or organisation;
  - (ii) the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable;
  - (iii) the entry into and performance by its obligations under this Agreement do not and will not conflict with any law or regulation applicable to it, any of its constitutional documents or any agreement or instrument binding upon it or its assets;
  - (iv) it has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of this Agreement; and
  - (v) all authorisations, permits, consents or licences required to enable it to lawfully enter into and perform its obligations under this Agreement have been obtained or effected and are in full force and effect.
- (b) The Client represents and warrants that:
  - (i) the legality of any actions done by the Client in connection with the Services or using information obtained from the Services is the sole responsibility of the Client and it will comply with all Applicable Laws in the performance of any actions in connection with the Services;

- (ii) the legality of any Product advertised using information from the Services is the sole responsibility of the Client and it will comply with all Applicable Laws relating to such Products, including any intellectual property laws, product liability laws and laws against counterfeit goods and prohibited items;
  - (iii) it is duly authorized by any Brand that it is obtaining information about in connection with the Services to enter into this Agreement;
  - (iv) any information provided to the Client pursuant to the Services remains under the sole ownership and control of Lazada; and
  - (v) it understands that the Services are provided at the sole discretion of Lazada and Lazada has the right to terminate or cancel all or part of the Services at any time.
- (c) The representations and warranties contained in this Clause 8 shall be true at the time of the execution of this Agreement and at all times while this Agreement remains in force.

#### 9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- (a) To the maximum extent permitted by law, Lazada, and its Affiliates, expressly disclaim all representations, warranties or conditions of any kind, whether express or implied, including the implied representations, warranties or conditions of merchantability and fitness for a particular purpose.
- (b) Lazada and its Affiliates will not be liable for any failure to perform (nor any defective or delayed performance of) any of their respective obligations under this Agreement, if and to the extent that such failure, defect or delay is due to the Client's acts or omissions or non-performance of any obligations of third parties, where such non-performance is not within Lazada's control.
- (c) To the maximum extent permitted by law, Lazada and its Affiliates will not be liable under this Agreement to the Client or any of its Affiliates or any other third person, for any indirect, incidental, consequential, special, reliance or punitive damages or lost or imputed profits, lost data or cost of procurement of substitute goods or services, whether liability is asserted in contract, tort (including negligence and strict product liability) indemnity or contribution, and irrespective of whether a Party or any related entity has been advised of the possibility of any such loss or damage.
- (d) The aggregate liability (inclusive of interest and legal and other costs) of Lazada and its Affiliates in respect of all claims, actions or demands arising under or in connection with this Agreement (whether by reason of any negligence by Lazada or its Affiliates or any of their employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term of this Agreement, breach of statutory duty, or any duty at common law or under the terms of any indemnity given by Lazada or its Affiliates or otherwise) will not in any event exceed US\$100.
- (e) The Client hereby agrees that it shall indemnify, defend and hold harmless Lazada from and against all actions, claims, demands, liabilities, damages, losses and costs and expenses (including legal fees) (collectively, the "Losses"), imposed on, sustained, incurred, suffered by or threatened against Lazada arising out of or relating to: (i) any breach of any representation or warranty made by the Client contained in this Agreement and (ii) the breach of this Agreement by the Client.

#### 10. CONFIDENTIALITY

- (a) Each Party (the "Receiving Party") will maintain the confidentiality of the following information and will not disclose it to others (except for their Affiliates and their respective directors, managers, officers, employees, financing sources, agents, representatives and advisors), or use it except in connection with the this Agreement, without the prior written consent of the Party furnishing such information (the "Disclosing Party"):

- (i) Any information which is classified and/or can be classified by any Party and/or their Affiliates under the applicable laws and regulations as confidential information including but not limited to the Audiences and information from any Lazada Conversion Pixel.
  - (ii) Any information, materials, records and/or documents relating to the business and operations of either Party and/or their Affiliates.
  - (iii) Any information, which is not commonly known by public that if used by the third Parties or competitor may cause moral or material damage to the Parties or their Affiliates.
  - (iv) Any knowledge and/or know-how of business and/or finance of the Parties and/or their Affiliates.
- (b) The non-disclosure obligations of the Receiving Party shall not apply to information which:
- (i) is or becomes a part of the public domain without breach of this Agreement and through no act or omission of the Receiving Party or its Affiliates;
  - (ii) has been independently developed by the Receiving Party or its Affiliates through the efforts of their employees or agents who have not had access to the Confidential Information;
  - (iii) can be reasonably demonstrated to have been disclosed or made available to the Receiving Party or its Affiliates on a non-confidential basis by a third Party having a right to do so and who did not, directly or indirectly, receive the Confidential Information through a Party who discloses the same in breach of its own confidentiality obligation;
  - (iv) is required to be disclosed by order of a court or arbitration tribunal of competent jurisdiction, provided that so far as permissible under the law, the Receiving Party or its Affiliate shall have immediately notified the Disclosing Party in writing prior to the disclosure so as to enable the Disclosing Party and its Affiliates to seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. The Receiving Party and its Affiliates shall also cooperate with the Disclosing Party and its Affiliates in seeking and utilizing any such protective order or other remedy. The Receiving Party and its Affiliates shall not effect any disclosure that is more extensive than that required by such order of a court or arbitration tribunal and shall take all reasonable actions to seek confidential treatment of the Confidential Information disclosed;
  - (v) disclosure has been authorized with prior written approval of the Disclosing Party.
- (c) The Receiving Party shall not, directly or indirectly: (i) use any Confidential Information other than for the purposes connected to this Agreement; or (ii) disclose to any third Party or allow any third Party to have access to any Confidential Information, except as expressly permitted herein.
- (d) The Receiving Party shall not use less than the same standard of care in maintaining the confidentiality of the Confidential Information as a reasonable person would use for its own confidential information of a similar nature.
- (e) The Receiving Party shall cause its Affiliates to comply with the terms of this Agreement as though they were Party hereto and shall be responsible for any breach of this Agreement by its Affiliates

## 11. DATA PRIVACY

It is not anticipated that Personal Data will be exchanged due to the Services, but where Personal Data is exchanged or shared between Client and Lazada, both agree that this Clause shall apply:

- (a) the Client and Lazada agree to use any procedures required by Applicable Laws in order to protect the Personal Data.
- (b) the Client undertakes to use the Personal Data received from Lazada only for the purpose of fulfilling its obligations under this Agreement.

- (c) the Client shall cease to retain any documents containing Personal Data, or remove the means by which the Personal Data can be associated with particular individuals, as soon as it is reasonable to assume that (i) the specified purposes are no longer being served by retention of the Personal Data and (ii) retention is no longer necessary for legal or business purposes.
- (d) the Client shall protect the Personal Data in its control or possession by making reasonable security arrangements. The security arrangements shall include appropriate technical and organizational measures and controls to prevent unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Personal Data.
- (e) Lazada shall have the right to undertake a review of security provided by the Client and may request access to the Client's or its sub-contractors' premises for this purpose. Upon any such request by Lazada to undertake a security review, the Client shall facilitate such review and cooperate with Lazada fully. If pursuant to the security review, Lazada finds that the security arrangements put in place are inadequate, Lazada shall have the right to terminate this Agreement and require the immediate destruction or return of the Personal Data.
- (f) the Client shall report any security incidents, breaches and newly-identified vulnerabilities to Lazada at the earliest opportunity by written notice, or in any event, no later than 8 hours from the time the Client becomes aware of such security incident, breach or newly identified vulnerabilities.

## 12. BREACH AND TERMINATION

- (a) In the event that the Client breaches Clause 3 of this Agreement, Lazada has the right to:
  - (i) terminate this Agreement with immediate effect;
  - (ii) terminate the provision of all or part of the Services to the Client;
  - (iii) require the Client to close down any or all of its Accounts; and
  - (iv) require the Client to immediately delete any information obtained from any Lazada Conversion Pixel.
- (b) In the event that the Client receives any instruction from Lazada pursuant to Clause 12(a)(iii) or (iv), it shall immediately comply with such instruction and provide Lazada with a written undertaking of such compliance within 1 Business Day.
- (c) The Client agrees to pay Lazada USD20,000 as liquidated damages (and not as a penalty) in the event that Lazada terminates this Agreement due to a breach of Clause 3. The Client and Lazada agree that USD20,000 is a genuine pre-estimate of foreseeable damages incurred by Lazada due to the breach of Clause 3.
- (d) The Client and Lazada agree that nothing in this Clause shall prevent, or be construed as, preventing Lazada from seeking injunctive and/or other equitable relief in a court of appropriate jurisdiction for any threatened or actual breach of the terms of this Agreement.

## 13. TERMINATION

- (a) Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party 30 days in advance.
- (b) Termination for breach. Lazada may terminate this Agreement with immediate effect due to a material breach of any of the substantive provision of this Agreement by the Client.
- (c) Lazada may, in addition to any other remedies available to it by law or in equity, terminate this Agreement, in whole or in part as Lazada may determine, by notice to the Client in the event the Client becomes insolvent or bankrupt, or makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for all or a substantial part of their property, or a warrant of attachment, execution, distraint or similar process against any substantial part of their property has been issued, or any case or proceeding have commenced or other action taken by or against the Client in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up,

arrangement, composition or readjustment of their debts or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, provided that in any such case such event have continued for sixty (60) days un-dismissed, unbounded and un-discharged.

- (d) Termination of this Agreement for any reason will be without prejudice to any rights which will have accrued to the benefit of the Parties prior to such termination and will not relieve either Party from its obligations which are naturally intended to survive the termination of this Agreement. Upon the termination of this Agreement for any reason:
  - (i) the Client shall, without being requested to do so, immediately delete or procure the deletion of all Audiences or information obtained from any Lazada Conversion Pixel;
  - (ii) the Client shall, immediately on receipt of instructions to this effect from Lazada, shut down its Accounts;
  - (iii) the Client shall have no right of retention of any information in respect of the Audiences or from any Lazada Conversion Pixel; and
  - (iv) the Client shall, at Lazada's request, provide Lazada with written confirmation of the deletion.

#### 14. GOVERNING LAW AND JURISDICTION

- (a) This Agreement is governed by the laws of Singapore.
- (b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall in the first instance be referred to the Parties for discussion and resolution. The Parties shall use their best endeavours to resolve it.
- (c) If the dispute is not resolved within one (1) month from that referral, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singaporean International Arbitration Centre ("**SIAC**") for the time being in force, which rules are deemed to be incorporated by reference in this Section. The arbitration tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. Any award by the arbitration tribunal will be final and binding upon the Parties. The arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by such party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

#### 15. MISCELLANEOUS

- (a) The Parties agree that if in the future any terms and/or conditions established in this Agreement are held invalid or unenforceable by the Parties, the remaining terms and/or conditions shall nevertheless continue in full force and effect without being invalidated in any manner.
- (b) In the event of invalidity, the Parties agree in good faith to replace such invalid or unenforceable provisions with lawful and enforceable provisions, from an economic point of view, closest and fair to substitute for the effects to be derived from the invalid and unenforceable provisions.
- (c) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement. Where the context so admits words denoting the masculine gender will include the feminine or the neuter and vice versa and words denoting the singular will denote the plural and

vice versa. Any reference to a person will be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing.

- (d) This Agreement may not be assigned, except that Lazada may assign the Agreement to its Affiliates
- (e) This Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between the Parties with respect to the matters hereof.
- (f) This Agreement is not intended to confer on any person other than the Parties and their Affiliates hereto any rights or remedies hereunder.
- (g) This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of, which together will be considered one and the same instrument. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.
- (h) This Agreement may only be amended with the written consent of the Client and Lazada. Any waiver provided by a Party hereunder must be in a writing signed by such Party.
- (i) All notices, requests, demands and other communications hereunder must be in writing in English and will be deemed to have been fully given and received when sent with receipt received by recognized overnight delivery service or registered mail one (1) Business Day after being deposited for next-day delivery with a recognized overnight delivery service, or three (3) Business Days after being mailed by registered mail, charges and postage prepaid, to the Party to receive such notice at such Party's address set forth herein or any other address that such Party may specify by notice to the other Party.
- (j) The Parties will use all reasonable endeavours to ensure that they do nothing that will bring disrepute to the other Party's name or which will affect the other Party's reputation.
- (k) Nothing in this Agreement will be deemed to constitute any partnership between the Parties, to create any relationship of agency between them, or to create any relationship of employee-employer and neither of the Parties has authority to bind the other Party unless expressly stated in this Agreement or otherwise required by the lawful execution of the subject matter of this Agreement.
- (l) The failure of a Party to exercise its rights in case of breach of contract by the other Party will not be considered as a waiver of its rights under the Agreement or under the Law.
- (m) Any Stamp Duty payable in relation to, or under, the Agreement will be paid by The Client.
- (n) Language: This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail. Any notice given under or in connection with this agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail, unless the document is a constitutional, statutory or other official document required by law to be in a language other than English. Parties agree that where the contract is translated in a language other than English, the English language version of the Agreement shall prevail.

For Lazada	For Client
Name	Hou Tong
Position	CIO
Date	6/9/2024
Signature	 Handwritten signature

